

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
WESTERN DIVISION

MAVERICK RECORDING COMPANY,)
a California joint venture; ARISTA)
RECORDS LLC., a Delaware limited)
liability company; ATLANTIC)
RECORDING CORPORATION, a)
Delaware corporation; UMG)
RECORDINGS, INC., a Delaware)
corporation; MOTOWN)
RECORDING COMPANY LP, a)
California limited partnership; SONY)
BMW MUSIC ENTERTAINMENT, a)
Delaware general partnership;)
PRIORITY RECORDS LLC,)
California limited liability company,)
corporation;)

No. C04-4119 DEO

JUDGMENT ON DEFAULT

Plaintiffs,)

vs.)

JANE JOHNSON)

Defendant.)

This matter came before the Court and

IT IS ORDERED AND ADJUDGED,

Judgment is entered in accordance with the attached Default Judgment and
Permanent Injunction.

Dated: June 17, 2005

APPROVED BY:



DONALD E. O'BRIEN, Senior Judge
United States District Court Northern District of Iowa

PRIDGEN J. WATKINS, CLERK
U. S. District Court
Northern District of Iowa

By: s/src - Deputy Clerk

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Filed By:
U.S. DISTRICT COURT
NORTHERN DISTRICT OF IOWA

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by: s/ des 6/17/05

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a California joint venture; ARISTA RECORDS)
LLC., a Delaware limited liability company;)
ATLANTIC RECORDING CORPORATION, a)
Delaware corporation; UMG RECORDINGS,)
INC., a Delaware corporation; MOTOWN)
RECORD COMPANY LP, a California)
limited partnership; SONY BMG MUSIC)
ENTERTAINMENT, a Delaware general)
partnership; PRIORITY RECORDS LLC,)
California limited liability company,)
corporation;)

PLAINTIFFS,)

V.)

JANE JOHNSON,)

DEFENDANT.)

Civil No. 5:04-cv-4119

**DEFAULT
JUDGMENT AND
PERMANENT INJUNCTION**

The Court, having considered the Stipulation to Judgment and Permanent Injunction
executed by the parties,

IT IS ORDERED AND ADJUDGED THAT:

1. Plaintiffs allege that Defendant distributed (including by uploading) and/or
reproduced (including by downloading) via the Internet or an online media distribution
system copyrighted sound recordings owned or controlled by the Plaintiffs, without
Plaintiffs' authorization, in violation of 17 U.S.C. §501. Without admitting or denying
liability, Defendant does not contest plaintiffs' allegations, and acknowledges that such
conduct is wrongful.

2. Defendant shall pay to Plaintiffs in settlement of this action the sum of \$3,459.18.

3. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and service of process fee) in the amount of \$290.82.

4. Defendant shall be and hereby is enjoined from directly or indirectly infringing Plaintiffs' rights under federal or state law in any sound recording, whether now in existence or later created, that is owned or controlled by Plaintiffs (or any parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs' Recordings"), including without limitation by:

- a. using the Internet or any online media distribution system to reproduce (i.e., download) any of Plaintiffs' Recordings, to distribute (i.e., upload) any of Plaintiffs' Recordings or to make any of Plaintiffs' Recordings available for distribution to the public, except pursuant to a lawful license or with the express authority of Plaintiffs; or
- b. causing, authorizing, permitting, or facilitating any third party to access the Internet or any online media distribution system through the use of an Internet connection and/or computer equipment owned or controlled by Defendant, to reproduce (i.e., download) any of Plaintiffs' Recordings, to distribute (i.e., upload) any of Plaintiffs' Recordings or to make any of Plaintiffs' Recordings available for distribution to the public, except pursuant to a lawful license or with the express authority of Plaintiffs.

Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or third party that has used the Internet connection and/or computer equipment owned or controlled

by Defendant has downloaded without Plaintiffs' authorization onto any computer hard drive or server owned or controlled by Defendant, and shall destroy all copies of those downloaded recordings transferred onto any physical medium or device in Defendant's possession, custody or control.

5. Defendant irrevocably and fully waives notice of entry of the Judgment and Permanent Injunction, and understands and agrees that violation of the Judgment and Permanent Injunction will expose Defendant to all penalties provided by law, including for contempt of Court.


6. Defendant irrevocably and fully waives any and all right to appeal the Judgment and Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.

7. Nothing contained in the Judgment and Permanent Injunction shall limit the right of Plaintiffs to recover damages for any and all infringements by Defendant of any right under federal copyright law or state law occurring after the date Defendant executes this Stipulation to Judgment and Permanent Injunction.

8. Defendant shall not make any public statements that are inconsistent with any term of this Stipulation to Judgment and Permanent Injunction.

9. The Court shall maintain continuing jurisdiction over this action for the purpose of enforcing this final Judgment and Permanent Injunction.

IT IS SO ORDERED this 31st day of May, 2005.


Donald E. O'Brien, Senior Judge
United States District Court
Northern District of Iowa